

# ENTERED

Mark X. Mullin



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considered the Motion to Lift Stay filed by Movant, any and all responses thereto, and the agreement of counsel, is of the opinion that the following Agreed Order Modifying Automatic Stay should be entered.

It is therefore, **ORDERED** that:

1. The automatic stay provided by 11 U.S.C. Section 362 shall remain in effect unless terminated as hereinafter provided.

2. Debtor is now deemed current with her post petition arrearage payments as of the date this Agreed Order is entered by this Court.

3. Debtor shall remain current on all other monthly mortgage payments, beginning with the payment due January 1, 2019, and the 1st day of each month thereafter, including the contractual grace period for such payments.

4. Debtor shall make all Trustee payments when due including any grace period allowed by Trustee to make such payments, according to the provisions of Debtor's Chapter 13 Plan, including adequate protection payments. It is further ordered that Debtor shall keep the Property insured against all loss by fire, windstorm, vandalism or other hazard in at least an amount sufficient to pay Movant the total amount of its claim, and that proof of such insurance shall at all times be furnished to Movant, without demand or other requirement.

5. Should Debtor default on any other terms of this order, Movant shall first contact Debtor's Attorney giving notice of the default, and if no timely response, shall mail notice of the default to Debtor and Debtor's attorney by U.S. First Class mail, postage prepaid. Should Debtor not cure the default within ten (10) days of the date Movant mails the notice, the Automatic Stay of 11 U.S.C. Section 362 shall and is hereby ordered lifted with respect to Movant's collateral. Debtor's right to default and cure with the prescribed ten (10) day period is limited to two (2)

such events, and nothing contained herein shall entitle Debtor to cure a third or subsequent default as to the terms of this Agreed Order. In the event of termination of the automatic stay, Movant, or its successor in interest, shall be authorized to enforce its lien rights and pursue its statutory and contractual remedies under non-bankruptcy law to gain possession of property located at 1941 Forest Park Blvd, Fort Worth, Texas 76110 and more specifically described as follows:

LOT 2, BLOCK 3, CHELTENHAM, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 309, PAGE 55, DEED RECORDS, TARRANT COUNTY, TEXAS

The fourteen day (14) provision of Rule 4001(a)(3) is waived and Movant, its successors or assigns, may immediately enforce and implement this Order.

In the event the Automatic Stay is terminated under the provisions of this Order, at its opinion, Movant, its successors and assigns, may offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout loss mitigation agreement including a deed in lieu or short sale as allowed by state law. Movant may contact the Debtor via telephone or written correspondence to offer such an agreement. It is further Ordered that upon termination of the automatic stay under the provisions of this Order, the Movant, its successors and assigns, shall not be required to file any subsequent Notices of Mortgage Payment Change or Notices of Fees, Expenses, or Charges.

6. Movant shall immediately notify the office of the Standing Chapter 13 Trustee in the event that it forecloses its interest upon the collateral described in this Agreed Order pursuant to the terms of the Agreed Order.

7. Any check tendered to Movant by Debtor for any payment hereunder which is returned by Debtor's bank for any reason shall not be deemed a timely payment under this Agreed Order.

8. In the event that this case is dismissed, for any reason whatsoever, prior to the completion of the payments set out in Paragraph 2 above, the terms of this Agreed Order shall no longer apply. In the event that this case is converted to a proceeding under Chapter 7 or 11 of the U.S. Bankruptcy Code, then all arrearages due under the Note shall be deemed due upon such conversion. Should Debtor fail to timely cure said arrearage, Movant may abandon the terms this Agreed Order, and the 11 U.S.C. Section 362(a) stay shall terminate without further notice or order of the Court, and Movant shall be free to exercise any rights granted to it by the loan documents with respect to the Property, including, but not limited to, the initiation and completion of foreclosure of the Property. It is further Ordered that in the event that an Order of Discharge is entered in this bankruptcy case, the terms of this Order will no longer be binding on Movant, its successors and assigns, as of the date the Order of Discharge is entered.

###END OF ORDER ###

**APPROVED AS TO FORM AND SUBSTANCE:**

/S/ Richard E. Anderson

Richard E. Anderson

State Bar No. 01209010

4920 Westport Drive

The Colony, Texas 75056

Telephone: (214) 276-1545, Ext. 207

Facsimile: (214) 276 1546

RAnderson@AndersonVela.com

**ATTORNEY FOR MOVANT**

/S/ Wally Woodrow Wadsworth

Wally Woodrow Wadsworth

Wadsworth Law Firm

606 W. Wheatland Rd., Suite 107

law@wallywadsworth.com

Duncanville, Texas 75116

**ATTORNEY FOR DEBTOR**